

1192

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF MAURICE RIVER**  
**AND**  
**NEW JERSEY CIVIL SERVICE ASSOCIATION**  
**CUMBERLAND COUNTY COUNCIL #18**

***JANUARY 1, 1996 - DECEMBER 31, 1998***

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I. RECOGNITION OF RIGHTS/LIMITATIONS.....	1
A. Recognition of Association.....	1
B. Management Rights .....	2
C. Prohibited Actions.....	2
ARTICLE II. ASSOCIATION REPRESENTATION.....	3
A. Designation of Stewards/Alternates.....	3
B. Access to Employees .....	4
C. Leave for Association Representatives.....	5
ARTICLE III. GRIEVANCE PROCEDURE.....	5
A. Definitions .....	5-6
B. Purpose of Procedure.....	6
C. Procedure .....	6-8
D. Right of Representation.....	8
E. Rights of Association.....	8-9
F. Miscellaneous.....	9-10
ARTICLE IV. SALARY AND RELATED COMPENSATION .....	10
A. Salary.....	10
B. Overtime Pay.....	10-11
C. Longevity Pay.....	11-12
D. Uniform Maintenance .....	12
E. Safety Shoes Allowance.....	12
F. Meal Allowance.....	12
ARTICLE V. BENEFITS .....	12
A. Health Benefits.....	12-15
B. Life Insurance .....	15
C. Temporary Disability Insurance.....	16
D. Retirement Benefits.....	16-18
ARTICLE VI. LEAVES OF ABSENCE.....	18
A. Leave With Pay.....	18-23
B. Leave Without Pay .....	23-24
C. Continuation of Benefits.....	24
ARTICLE VII. PERSONNEL.....	24
A. Promotion, Transfer and Work Assignments .....	24-25
B. Discipline.....	25

## *TABLE OF CONTENTS*

### *CONT'D*

C. Personnel File .....	25-27
ARTICLE VIII. CIVIL SERVICE .....	27
ARTICLE IX. MISCELLANEOUS PROVISIONS.....	27
A. Savings Clause/Past Practice.....	27
B. Severability .....	27
C. Breach of Agreement.....	28
D. Embodiment of Agreement.....	28
E. Printing/Dissemination of Agreement.....	28
ARTICLE X. TERM OF AGREEMENT .....	28
A. Term.....	28
B. Negotiation of Successor Agreement.....	28
Signatures.....	29
SCHEDULE "A": Titles/1996-1998 Compensation Schedule	
SCHEDULE "B": Grievance Form	

## **PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1996 by and between **THE TOWNSHIP OF MAURICE RIVER** in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", and **NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18**, hereinafter referred to as the "ASSOCIATION".

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, the Association and the citizens of the Township of Maurice River.

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree productive and cooperative relations between their respective representatives at all levels as well as among all employees.

## **ARTICLE I. RECOGNITION OF RIGHTS/LIMITATIONS**

### **A. Recognition of Association**

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all employees of the Township of Maurice River, excepting that this representation shall not extend to (1) any management executive or supervisor within the meaning or the afore-referenced Act, (2) any person employed on a part-time basis or (3) any person otherwise excluded by Law from the

Bargaining Unit. A list of employment titles included in the Bargaining Unit represented by the Association herein is attached hereto and made a part hereof as Schedule "A".

### **B. Management Rights**

- (1) The Employer hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs, property and operations of Employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with law.
- (2) The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Department of Personnel, the terms of this Collective Bargaining Agreement and the past practice of the parties when not in contravention of any of the foregoing authorities.

### **C. Prohibited Actions**

- (1) The Employer and the Association agree that there shall not be any discrimination against any employee within the Bargaining Unit because of age, sex, marital status, race, color, religion, national origin, physical ability, political affiliation or Association membership.
- (2) During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

(3) During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

(4) The Association and the Employer, by and through any official, agent or representative, shall not intimidate, restrain, coerce or discriminate against any employee who refuses or fails to join the Association nor shall an individual employee's membership or non-membership in the Association be a condition of employment or continued employment.

## **ARTICLE II. ASSOCIATION REPRESENTATION**

### **A. Designation of Stewards/Alternates**

(1) There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter "Steward", and one (1) Alternate.

(2) The Association has the exclusive right and discretion in the designation of the Steward and the Alternate as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

(3) An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Agreement, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities or the Alternate is otherwise designated to do so by the Steward or Association.

(4) The Association will provide the Employer with the names of the duly selected Steward and Alternate and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

## **B. Access to Employees**

- (1) Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering this Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.
- (2) The Association shall be permitted to conduct meetings with the employees at the office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the designated representative of the Employer.
- (3) The Association shall have access to a bulletin board prominently located in each of the general working areas maintained by Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted or removed only by the Steward or other designated representative of the Association. All postings shall contain the signature of the Steward or such representative.
- (4) The Steward shall have the right to distribute information pertaining to Association business to employees at their desks/work stations during non-working hours.
- (5) In order to properly administer the terms of this Agreement, the Steward may utilize telephone and inter-office(s) mail systems with the prior approval of the designated representative of the Employer.
- (6) The Employer will permit a thirty (30) minute orientation session between any new employee and an Association representative within one (1) month of said employee's date of hire. Association representatives may utilize said session to

familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and Association membership.

### **C. Leave for Association Representatives**

(1) The Steward shall be permitted during working hours without loss of pay to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of the Steward.

(2) The Steward shall be permitted during working hours without loss of pay to attend approved conferences with appropriate representatives of Employer concerning the administration of the Collective Bargaining Agreement provided that same does not interfere with the work assignments of the Steward.

(3) The Steward and Alternate shall be permitted a leave of absence with pay to attend the annual New Jersey Civil Service Association Convention. A certificate of attendance to said convention shall be submitted by the Association representative in attendance. Said leave shall be inclusive of the duration of the convention with reasonable time for travel to and from said convention.

## **ARTICLE III. GRIEVANCE PROCEDURE**

### **A. Definitions**

(1) A "grievance" is a claim by an employee within the Bargaining Unit or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Bargaining Unit.

(2) An "aggrieved person" is the person or the Association making the claim.

(3) A "party in interest" is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

### **B. Purpose of Procedure**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. Procedure**

#### **(1) Level One - Supervisor**

An aggrieved person shall first submit the grievance in writing to his or her supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance.

#### **(2) Level Two - Department Head**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if a decision has not been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head within ten (10) working days of the decision at Level One or within ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

#### **(3) Level Three - Township Committee**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if a decision has not been rendered within ten (10) working days of

submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the Township committee within ten (10) working days of the decision at Level Two or within ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to appear and present the grievance before the Township Committee.

**(4) Level Four - Binding Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if a decision has not been rendered by the Township Committee within thirty (30) days of submission of the grievance to said Committee, the aggrieved person may request in writing that the Association submit the grievance to arbitration. Said request must be submitted to the Association with notice to the designated representative of Employer within ten (10) working days of the decision at Level Three or ten (10) working days from the last day on which the decision should have been rendered at Level Three, whichever is sooner. If the Association, in its sole discretion, determines that it is appropriate to submit the grievance to arbitration, it may do so within ten (10) working days of receipt of the request from the aggrieved person.

(b) Within ten (10) working days of written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission. The parties shall then be bound by the rules and procedures of the applicable arbitration service.

(c) The arbitrator's decision shall be final and binding upon the parties.

(d) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable,

shall be borne equally by the Employer and the Association. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

(f) If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, then the afore-described costs of the arbitration may be assessed by the arbitrator against said party.

#### **D. Right of Representation**

(1) Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice.

(2) If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

#### **E. Rights of Association**

(1) Whether an employee is represented by the Association or not, the Association shall receive separate notice of the decision from the Employer rendered at each level of the grievance procedure.

(2) The Association may continue a grievance through all applicable levels of this procedure even though the aggrieved person does not wish to do so if said grievance may affect or otherwise has application to a group or class of employees within the Bargaining Unit.

(3) If, in the sole discretion of the Association, a grievance affects a group of employees within the Bargaining Unit, the Association may submit such grievance directly to the appropriate Department Head or other designated

representative of the Employer and the processing of such grievance shall commence at Level Two.

#### F. Miscellaneous

(1) Decisions rendered at Levels One, Two and Three herein shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in sub-paragraph (C)(4), above.

(2) The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties. Every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

(3) Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative or member of the Association or any other participant in the grievance procedure by reason of such participation.

(4) The form for the filing/processing of a grievance is attached hereto and made a part hereof as Schedule "B".

(5) Any provision contained within this Article or elsewhere in this Agreement shall not be construed as requiring the Association to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Association's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

(6) Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal

efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

## **ARTICLE IV. SALARY AND RELATED COMPENSATION**

### **A. SALARY**

(1) The parties acknowledge the existence and continuation during the term of this Collective Bargaining Agreement of a salary program for employees within the bargaining unit.

(2) The parties agree to the following:

(a) Effective January 1, 1996, all employees shall have their current salary adjusted in accordance with the Compensation Schedule set forth in Schedule "A" attached hereto and made a part hereof, said adjustment being a three and one-half (3 1/2%) per cent increase to the compensation schedule in effect immediately prior to January 1, 1996. Said increase is to apply retroactively to each employee appearing on payroll as of January 1, 1996 or date of hire, whichever is applicable herein.

(b) Effective January 1, 1997, all employees shall have their then current salary adjusted pursuant to the Compensation Schedule set forth in the Schedule "A", said adjustment being a four (4%) per cent increase to the compensation schedule in effect immediately prior to January 1, 1997;

(c) Effective January 1, 1998, all employees shall have their then current salary adjusted pursuant to the Compensation Schedule set forth in the Schedule "A"; said adjustment being a four (4%) per cent increase to the compensation schedule in effect immediately prior to January 1, 1998

### **B. OVERTIME PAY**

(1) Employees within the Bargaining Unit will be compensated by cash payment at the rate of time and one-half (1 1/2) for all authorized overtime hours accrued in excess of the normal hours of the established work week.

(2) All authorized work performed on Sundays shall be compensated by cash payment at double (2x) the hourly rate of pay.

(3) All authorized work performed on a Holiday shall be compensated by cash payment at double (2x) the hourly rate of pay in addition to and separate from the regular rate of pay for the Holiday pursuant to Article VI(A)(2).

(4) The foregoing overtime pay shall apply retroactively to each employee appearing on payroll as of the stated effective date of this Agreement or date of hire, whichever is applicable herein.

(5) Employees called in to work shall receive a minimum two hour call in time payable at time and one-half regardless of whether the employee is a thirty-five (35) hour or a forty (40) hour week employee.

### C. LONGEVITY PAY

(1) Effective January 1, 1996, January 1, 1997 and January 1, 1998, respectively, employees in the Bargaining Unit shall receive Longevity Pay as follows:

<u>Years of Service</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>
(a) 5 years	\$ 515	\$ 540	\$ 565
(b) 10 years	\$ 590	\$ 615	\$ 640
(c) 15 years	\$ 665	\$ 690	\$ 715
(d) 20 years	\$ 740	\$ 765	\$ 790

(2) Longevity Pay shall be paid in a lump sum by separate check during the first week of January of each year in which the employee shall be entitled to such Longevity Pay.

(3) The Longevity Pay for 1996 set forth above shall apply retroactively to each employee appearing on payroll as of the stated effective date of this Agreement or date of hire, whichever is applicable herein.

#### **D. UNIFORM MAINTENANCE**

Employees within the Bargaining Unit employed in the Maintenance/Road Department shall be provided eleven (11) uniforms and two (2) jackets from a designated uniform supply service, said service to include cleaning on a weekly basis and repair when necessary.

#### **E. SAFETY SHOES ALLOWANCE**

Employees within the Bargaining Unit employed in the Maintenance/Road Department shall receive a sum not to exceed Fifty (\$50) Dollars each calendar year by way of reimbursement for safety shoes upon presentment of a paid and itemized receipt or invoice for same.

#### **F. MEAL ALLOWANCE**

Employees within the Bargaining Unit employed in the Maintenance/Road Department shall receive the sum of Seven (\$7) Dollars every four (4) hours by way of meal allowance during ice and snow removal.

G. The Employer agrees to reimburse each employee who is required to possess a CDL (Commercial Driver License) the initial \$35.00 fee paid by the employee for the testing process in order to obtain this special license.

### **ARTICLE V. BENEFITS**

#### **A. Health Benefits**

##### **(1) Health Care Insurance Coverage**

(a) **U.S. Health Care Insurance Plan (Small (Group))**. Employees within the Bargaining Unit and members of their immediate family shall receive the

benefit of participation in the U.S. Health Care Insurance Plan (Small Group) at no cost to the employee.

(b) Reimbursement of Co-Pay Portion. Employees within the Bargaining Unit and members of their immediate family shall receive the benefit of being reimbursed the co-pay portion of said Health Insurance Plan subject to the following limitations:

(i) Maximum Reimbursement Benefit. Said reimbursement shall not exceed the sum of One Thousand (\$1,000) Dollars each calendar year for an employee with single coverage under the Health Insurance Plan and the aggregate total of One Thousand (\$1,000) Dollars each calendar year for an employee and One Thousand (\$1,000) Dollars each calendar year for each member of said employee's family with other than single coverage under the Health Insurance Plan, i.e. an employee with three eligible family members would be entitled to receive a maximum of Four Thousand (\$4,000) Dollars;

(ii) Said reimbursement shall not accumulate year to year except an employee has one (1) month past the end of the year to submit a late bill for reimbursement;

(iii) An employee shall be entitled to receive up to the maximum total reimbursement benefit regardless of whether the employee or one or more of the eligible members of the employee's family has incurred the medical expense, i.e. an employee with a maximum reimbursement benefit of Three Thousand (\$3,000) Dollars may be reimbursed up to said amount for medical expenses incurred by the employee personally or by any one or more of the eligible members of his or her immediate family;

(iv) Reimbursement by the Employer shall occur only upon presentment of a paid and itemized receipt/invoice or a copy thereof from the health care provider. Submissions for reimbursement shall not be made more frequently than once a month;

(v) In an emergency, the affected employee may join the health care plan and, under such circumstances, the reimbursement monies set forth in sub-paragraph (2)(b), above, shall be pro-rated accordingly.

(c) Dental/Optical. The reimbursement benefit described in Sub-Paragraph (h), above shall also include or apply to reimbursement of dental and optical expenses incurred by an employee or an eligible member of his or her immediate family subject to Sub-Paragraphs (i) through (v), above.

(d) Other Health Expenses. The reimbursement benefit described in Paragraph (b), above, shall also apply to reimbursement of other health expenses incurred by an employee or an eligible member of his or her immediate family subject to the restrictions and conditions set forth in Sub-Paragraphs (i) through (v), above.

(2) Medicare. An employee within the Bargaining Unit who has attained the age of sixty-five (65) years and remains actively employed shall be provided health care coverage on the same basis as those employees who have not yet reached said age unless said employee elects to treat Medicare as his or her only coverage.

(a) In the absence of any such written election, the Employer's Health Care Insurance Plan shall be considered the primary payor and Medicare the secondary payor for said employee and members of his or her immediate family to the extent that any benefits are payable under the Health Care Insurance Plan.

(b) An employee within the Bargaining Unit who has not attained the age of sixty-five (65) years but is otherwise eligible for Medicare due to a disability shall be provided health care coverage on the same basis as those employees who have not yet reached said age unless said employee elects to treat Medicare as his or her only coverage.

(i) In the absence of any such written election, the Employer's Health Care Insurance Plan shall be considered the primary payor and Medicare the secondary payor for said employee and members of his or her immediate family to the extent that any benefits are payable under the Health Care Insurance Plan.

Medicare due to a disability shall be provided Life Insurance benefits set forth in Paragraph (B), below.

(3) Cobra Coverage. Employees who lose entitlement to receive the Health Care Insurance Plan coverage set forth in Paragraph (a), above, shall have the option to individually pay the necessary premiums/fees to continue said coverage to the extent and for the length of time required of the Employer by Federal Law (COBRA).

(4) Non-Participation Election. In the event an employee chooses not to participate in the health care coverage provided by the Employer, said employee may elect one or the other of the following alternatives in recognition of the resulting savings to the Employer in health care premiums: (a) to receive the sum of One Thousand (\$1,000) Dollars on December 1st of each affected year; or (b) to continue to participate in the reimbursement of health care out-of-pocket costs set forth in paragraph (1)(b), above, subject to all limitations and restrictions contained therein.

(5) Modifications To Existing Coverage

(a) The Employer may not change insurance carriers or plans if said change results in any material modification of the current health benefits or coverage.

(b) The Association shall have prior notice of any proposed change in insurance carriers or plans to assure that same does not result in any material modification of the current health benefits or coverage.

(6) Limitations On Benefits. For the purpose of the foregoing health care benefits, "immediate family" shall be limited to the employee, his or her spouse and any unemancipated children of the employee.

**B. Life Insurance**

Employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits in effect immediately prior to the effective date of this Agreement, specifically a Term Life and Accidental Dismemberment policy with a face value of Five Thousand (\$5,000) Dollars.

### **C. Temporary Disability Insurance**

Employees within the Bargaining Unit shall continue to receive the benefit of participation in the New Jersey Temporary Disability Insurance Plan for public employees subject to the provisions of the afore-described plan and any rules and regulations promulgated thereunder.

### **D. Retirement Benefits**

#### **(1) Accumulated Sick Leave Payment**

(a) An employee within the Bargaining Unit who has attained the age of fifty-five (55) years or more and has been employed by Employer for at least ten (10) years shall be entitled upon retirement to receive payment of accumulated unused sick leave earned during said employment.

(b) Payment shall be computed at the rate of One Hundred (100%) per cent of said employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the annual compensation received during the last year of said employee's employment prior to the effective date of retirement, provided that such payment shall not exceed a maximum sum of Nine Thousand (\$9,000) Dollars.

(c) The foregoing payment shall be paid to the employee in a lump sum within thirty (30) days of the effective date of retirement or, in the event of death, to said employee's estate within thirty (30) days of the date of death.

#### **(2) Continuation of Medical Benefits**

(a) An employee within the Bargaining Unit hired on or before January 1, 1994 who has attained the age of sixty-two (62) years and has been employed by Employer for at least twenty (20) years, whether continuous or accumulated, shall be entitled upon retirement to continue to participate in the Health Insurance Plan set forth in Paragraph (A)(1), above, for the benefit of said employee and members of his or her immediate family subject to the limitations contained therein and below.

(b) An employee within the Bargaining Unit hired on or after January 1, 1994 who has attained the age of sixty-two (62) years at time of retirement and has been employed by Employer for at least twenty (20) years continuously shall be entitled to continue to participate in the Health Insurance Plan set forth in Paragraph (A)(1), above, for the benefit of said employee and members of his or her immediate family subject to the limitations contained therein and below.

(c) A retiree who leaves the health care network of the health care insurance plan then in effect shall forfeit the aforesaid health care insurance benefits.

(d) Upon an employee attaining the age of sixty-five (65) years and continuing until his or her death, said employee shall have Medicare as primary coverage as well as secondary or supplemental insurance coverage to Medicare (U.S. Health Care) as provided by the Employer in compliance with the Federal Tax Equity and Fiscal Responsibilities Act, as amended and supplemented thereto.

(i) Benefits payable herein shall be limited to the extent of the difference between the dollar amount Medicare would pay and the dollar amount of benefits that would have been paid if the employee had not become eligible for Medicare, subject to the maximum benefit provided by the health insurance coverage entity utilized by the Employer at the time of the incurrence of the claim.

(ii) This provision is based upon the premise that the individual eligible for Medicare will be covered for all benefits available under Medicare whether or not said individual has actually made application for Medicare coverage if such application is a requirement.

(iii) All medical coverage provided by the Employer shall cease upon the death of said employee.

(e) An employee within the Bargaining Unit who retires from employment regardless of age or length of employment shall not be provided the

reimbursement benefit set forth in Paragraph (A)(1)(c), above, or Life Insurance benefits set forth in Paragraph (B), above.

## **ARTICLE VI. LEAVES OF ABSENCE**

### **A. Leave with Pay**

#### **(1) Personal Leave**

An employee within the Bargaining Unit shall be entitled to three (3) days of personal leave with pay in each calendar year.

#### **(2) Holiday Leave**

(a) An employee within the Bargaining Unit shall receive the following Holiday Leave:

- (i) New Year's Day
- (ii) Martin Luther King's Birthday
- (iii) Lincoln's Birthday
- (iv) Washington's Birthday (3rd Monday of Feb.)
- (v) Good Friday
- (vi) Memorial Day
- (vii) Independence Day
- (viii) Labor Day
- (ix) Columbus Day
- (x) Election Day (the first Tuesday after the first Monday in November)
- (xi) Veteran's Day
- (xii) Thanksgiving Day
- (xiii) Friday following Thanksgiving Day
- (xiv) Last working day before Christmas Day
- (xv) Christmas Day

(b) In the event a holiday is enacted by the President of the United States, the Legislature or the Governor of the State of New Jersey in addition to those set forth in subparagraph (a), above, then said holiday will be observed by the Employer.

(c) When a holiday occurs on a Sunday, it shall be observed on Monday and when it occurs on a Saturday, it shall be observed on Friday.

**(3) Vacation Leave**

An employee within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

(a) One (1) working day of vacation for each month of employment during the first calendar year of said employment;

(b) Thirteen (13) working days of vacation after one (1) year and through five (5) years of service;

(c) Sixteen (16) working days of vacation after five (5) years and through nine (9) years of service;

(d) Twenty-one (21) working days of vacation after nine (9) years and through fifteen (15) years of service;

(e) Twenty-six (26) working days of vacation after fifteen (15) years and thereafter.

**(4) Sick Leave**

(a) Employees within the Bargaining Unit shall be entitled to the use of sick leave with pay as follows:

(i) In each calendar year of continuous employment, an employee shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established policies promulgated by the Department of Personnel. Such leave not utilized shall be accumulated from year to year.

(ii) Newly hired employees shall accumulate sick leave earned on the basis of one (1) day per month of service during his or her initial year of employment.

(b) Sick leave may be utilized by an employee when he or she is unable to perform his or her work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used due to a death in an employee's immediate family or for the attendance of the employee upon a member of his or her immediate family who is seriously ill.

(c) In all cases of illness, whether of short or long term, an employee is required to notify his or her superior of the reason for absence at the earliest possible time but in any event, not less than his or her usual reporting time, or other time as required by the circumstances.

(d) Sick leave for a period greater than five (5) days or totalling more than fifteen (15) days in one calendar year shall be granted only upon production of a certificate of a physician setting forth the reasons for said leave and the anticipated duration of same. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health officer.

(e) Upon submitting a written request to the Employer prior to the regular November meeting of the Township Committee, an employee within the Bargaining Unit shall be entitled to receive payment of unused sick leave each calendar year at his or her hourly rate of pay as follows:

(i) Said employee shall be entitled to receive payment for up to ten (10) days of unused sick leave each calendar year, provided he or she has accumulated a minimum of five (5) days of unused sick leave in such year.

(ii) Said employee shall be entitled to receive payment for up to thirty (30) days of unused sick leave each calendar year, provided he or she has accumulated a minimum of twenty (20) days of unused sick leave and a minimum of twenty (20) days of such leave is retained by said employee.

(iii) Payment shall be paid to the employee in December by separate check.

**(5) Family Leave**

Employee are eligible for leave entitlements pursuant to the provisions of the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.

**(6) Bereavement Leave**

(a) An employee within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay not to exceed three (3) consecutive days due to the death of a member of said employee's household or immediate family. Said leave shall not be charged as sick leave.

(b) For the purpose of this provision, "Immediate family" shall be limited to an employee's parent(s), father-in-law, mother-in-law, spouse, child(ren) or sibling(s), grandparents, grandchildren, son-in-law and daughter-in-law.

**(7) Leave For Work-Related Disability**

(a) An employee within the Bargaining Unit disabled because of a work-related injury or illness may, upon recommendation of the Employer and approval of the Department of Personnel, be granted a leave of absence with pay from funds

appropriated for this purpose and in accordance with rules and regulations promulgated for same.

(b) Any part of the salary or wages paid or payable to an employee for such leave shall be reduced by the amount of a worker's compensation award received by the employee under the New Jersey Worker's Compensation Act.

(c) Such leave may be granted for a period not to exceed six (6) months from the date of injury or illness and an extension of same not to exceed an additional six (6) months, said leave to be based on medical proof of the injury or illness and the continued disability of such employee.

(d) When such leave is granted, an employee shall not be charged ordinary sick leave or vacation. However, if the approved leave expires, an employee may utilize sick leave or vacation if required to remain off duty.

(e) If an application for leave as described herein is rejected by the Employer, an employee may appeal such rejection in accordance with the rules and regulations promulgated by the Department of Personnel.

**(3) Jury Duty/Witness Attendance Leave**

(a) Employees within the Bargaining Unit shall be granted leave with pay when summoned to perform jury duty as required by law.

(b) Employees within the Bargaining Unit shall be granted leave with pay when required by subpoena to appear before a court, legislative committee or judicial or quasi-judicial body.

(c) An affected employee shall notify the Employer immediately of the requirement for the leave described herein and subsequently furnish proof that the employee performed the duty for which the employee was granted such leave.

**(9) Military Training**

An employee within the Bargaining Unit who is a member of the National Guard, naval militia or a reserve component of any of the Armed Forces of the United States required to undergo annual field training or annual active duty for training shall be granted leave with full pay for such periods as provided by the applicable statute or regulation.

**(10) Association Activities**

(a) The Employer agrees to provide leave of absence with pay for training programs for one (1) steward and one (1) alternate for which appropriate approval by the Employer is required. A maximum of two (2) days available in each year during the term of this Contract may be utilized for the above-stated purpose.

(b) Written notice from the Association of the authorization of an individual to utilize such leave time shall be given to the Employer at least fourteen (14) working days in advance of the date of such a training session.

**B. LEAVE WITHOUT PAY**

**(1) General**

(a) Upon written application to the Employer, an employee within the Bargaining Unit may be granted a leave of absence without pay for a period not to exceed six (6) months and an extension of same not to exceed an additional six (6) months with the approval of the Employer and upon notice to the Department of Personnel.

(b) Further leave in exceptional or emergent circumstances may be granted by the Employer where it is in the public interest to do so upon approval of the Department of Personnel.

(c) Vacation, sick time and personal days shall not accumulate during such leave without pay.

**(2) Child Care Leave**

Child care leave may be granted by the Employer under the same terms and conditions as all other leaves without pay.

**(3) Active Military Service Leave**

(a) An employee within the Bargaining Unit who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

(b) An employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence without pay for such period of training.

**C. Continuation Of Benefits**

Except as otherwise specifically set forth elsewhere in this Article, benefits described within this Agreement shall continue to accrue during any approved Leave of Absence unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

**ARTICLE VII. PERSONNEL**

**A. Promotion, Transfer and Work Assignments**

**(1) Promotions**

Promotional qualifications and procedures utilized by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

**(2) Transfers**

Qualifications and procedures for the transfer of an employee within the Bargaining Unit from one employment classification to another by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

**(3) Work Assignments**

(a) An employee within the Bargaining Unit shall fulfill to the best of his or her ability the duties and responsibilities of his or her position.

(b) An employee within the Bargaining Unit transferred or assigned to duties outside his or her employment classification for a period in excess of thirty (30) consecutive calendar days shall receive appropriate compensation on the same basis as if said employee had been provisionally promoted to a classification encompassing said duties.

**B. Discipline**

**(1) Just Cause**

Any discipline of an employee within the Bargaining Unit including, but not limited to, a written reprimand, suspension, fine, demotion or discharge, shall be for just cause and in conformity with applicable regulations of the Department of Personnel. Demotions or discharges resulting from layoffs/bumping procedures required or permitted by the Department of Personnel shall not be considered discipline herein.

**(2) Representation**

An employee within the Bargaining Unit is entitled to have an Association representative present at any conference or hearing held by the Department of Personnel, any departmental hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee.

**C. Personnel File**

**(1) Access**

Upon reasonable request, an employee within the Bargaining Unit shall be given the opportunity to review all documentation contained within his or her personnel file. The Employer shall have the right to require said review to take place in the presence of a representative of the Employer at a time specified by the Employer. An employee shall not be permitted to remove the subject file from the premises of Employer.

**(2) Notice of Entries**

An employee within the Bargaining Unit shall be provided with a copy of any documentation or material, whether adverse in nature or not, which is placed in his or her personnel file. Any material of anonymous origin shall not be placed in an employee's personnel file.

**(3) Written Response**

An employee within the Bargaining Unit shall be permitted to file a written response to any material in his or her personnel file, either adverse or negative in nature, and such response will be attached to the materials in question and retained in said personnel file.

**(4) Applicability**

The foregoing provisions shall apply to any file maintained by the Employer with respect to the employment of an individual employee regardless of how such file is characterized by the Employer. Any material subject to the provisions herein withheld from an employee shall not be the basis for any subsequent disciplinary action.

D. The Employer has adopted the State Donated Leave Program as outlined in N.J.A.C. 4A:6-1.22.

E. The Employer has adopted the State Voluntary Furlough Program.

## **ARTICLE VIII. CIVIL SERVICE**

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A:6-16 et seq.), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees, (whether or not said statutes are specifically referred to in this Agreement), the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

## **ARTICLE IX. MISCELLANEOUS PROVISIONS**

### **A. Savings Clause/Past Practice**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit, whether established by statute, rule, regulation, resolution, administrative policy, procedure or past practice, shall continue to be so applicable during the term of this Agreement.

### **B. Severability**

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

### **C. Breach of Agreement**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

### **D. Embodiment of Agreement**

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. Upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement.

### **E. Printing/Dissemination of Agreement**

The Employer shall be responsible for the printing and dissemination of this Collective Bargaining Agreement to each employee in the Bargaining Unit during the term herein.

## **ARTICLE X. TERM OF AGREEMENT**

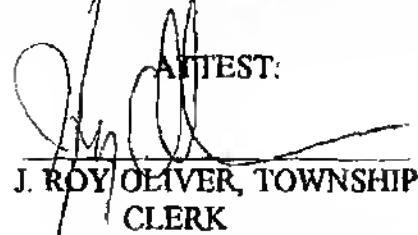
### **A. Term**

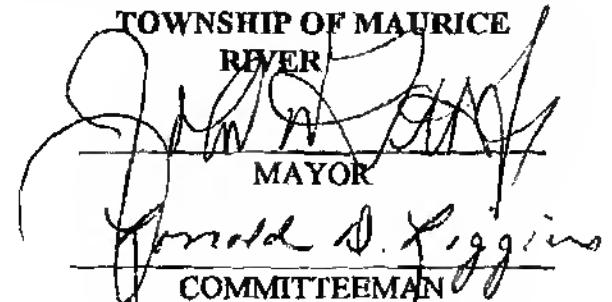
This Agreement shall be in effect until December 31, 1998, and year to year thereafter, unless modified by a subsequent Agreement.

### **B. Negotiation of Successor Agreement**

Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

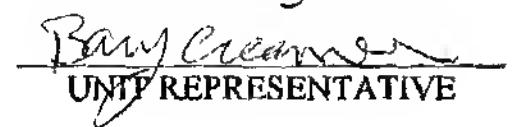
  
ATTEST:  
J. ROY OLIVER, TOWNSHIP  
CLERK

  
TOWNSHIP OF MAURICE  
RIVER  
MAYOR  
  
Ronald D. Ziegler  
COMMITTEEMAN  
  
Andrew Smith  
COMMITTEEMAN

NEW JERSEY CIVIL SERVICE  
ASSOCIATION  
CUMBERLAND COUNCIL #18

  
ERNEST DIPALMA, PRESIDENT

  
Jackie Barnes  
UNIT REPRESENTATIVE

  
Barry Cremer  
UNIT REPRESENTATIVE

SCHEDULE "A"

TITLES/1996 – 1997 – 1998 COMPENSATION SCHEDULE

TITLE	COMPENSATION/ANNUAL OR HOURLY RATE			
	1996	1997	1998	
*Municipal Court Administrator	\$11,107.00 - \$23,237.00	\$11,551.00 - \$24,166.00	\$12,013.00 - \$25,133.00	
*Deputy Municipal Court Administrator	\$1,242.00 - \$1,304.00	\$1,292.00 - \$1,356.00	\$1,344.00 - \$1,410.00	
Supervisor, Roads	\$17.01 - \$17.78	\$17.69 - \$18.49	\$18.40 - \$19.23	
Heavy Equipment Operator	\$9.48 - \$15.89	\$9.86 - \$16.53	\$10.25 - \$17.19	
Truck Driver	\$9.22 - \$15.46	\$9.59 - \$16.08	\$9.97 - \$16.72	
Laborer	\$6.43 - \$15.16	\$6.69 - \$15.77	\$6.96 - \$16.40	
Senior Clerk	\$8.53 - \$14.58	\$8.87 - \$15.16	\$9.22 - \$15.77	
Clerk	\$7.62 - \$12.77	\$7.92 - \$13.28	\$8.24 - \$13.81	
Senior Account Clerk	\$7.62 - \$13.01	\$7.92 - \$13.53	\$8.24 - \$14.07	
Senior Citizens Program Aide	\$5.77 - \$7.76	\$6.00 - \$8.07	\$6.24 - \$8.39	
Deputy Municipal Clerk	\$7.62 - \$15.44	\$7.92 - \$16.06	\$8.24 - \$16.70	

\*Annual Salary

# GRIEVANCE PROCEDURE FORM

NOTE: Every section must be completed on this form.

\*\* FILE SPACE \*\*  
(For Office Use Only)

Submitted by Employee Name: (Last, First, Middle Initial)	Title:	
Address:		Division, Institution or Agency:
Department:		
DATE OF GRIEVANCE:	SUBJECT OF GRIEVANCE:	
<input type="checkbox"/> NON-CONTRACTUAL <input checked="" type="checkbox"/> CONTRACTUAL <small>If grievance is contractual, state article and paragraph of contract which rule claim has been violated.</small>		
EMPLOYEE'S STATEMENT OF GRIEVANCE: (Attach additional sheets if necessary)		
TO CORRECT MY GRIEVANCE THE FOLLOWING SHOULD BE DONE:		

I WILL REPRESENT MYSELF (OR)     MY REPRESENTATIVE WILL BE:

Name ..... Title ..... Employee Organization (if Any) .....

● SIGNATURE OF EMPLOYEE ..... DATE .....

ANSWER BY IMMEDIATE SUPERVISOR:

STEP 1

SIGNATURE ..... (Immediate Supervisor) ..... (Date of Hearing) ..... (Date Decision Rendered)

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE ..... DATE .....

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 2 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR SUPERVISION)	DATE RECEIVED
---	----------------	--------------------------------------	---------------

EMPLOYEE'S REPRESENTATION FOR STEP 2 HEARING:

Name ..... Title ..... Employee Organization (if Any) .....

ANSWER BY INTERMEDIATE SUPERVISOR:

STEP 2

SIGNATURE ..... (Immediate Supervisor) ..... (Date of Hearing) ..... (Date Decision Rendered)

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE ..... DATE .....

PLACE OF EMPLOYMENT  
DATE OF EMPLOYMENT

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 3 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
EMPLOYER'S REPRESENTATION FOR STEP 3 HEARING			
Name .....	Title .....	Employee Organization (If Any).....	
Name .....	Title .....	Employee Organization (If Any).....	
Name .....	Title .....	Employee Organization (If Any).....	

STEP 3

SIGNATURE .....  
 (Management Representative) ..... Date of Hearing ..... Date Decision Rendered .....

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE ..... DATE .....

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 4 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
EMPLOYER'S REPRESENTATION FOR STEP 4 HEARING			
NAME	ADDRESS	TITLE	EMP. ORG. (IF ANY)

STEP 4

MANAGEMENT DECISION:

SIGNATURE .....  
 (Management Representative) ..... Date of Hearing ..... Date Decision Rendered .....

CHECK ONLY  
ONE BOX  
AND SIGN

- I acknowledge settlement of my grievance.
- I request that my non-contractual grievance be presented to the Civil Service Commission, Department of Civil Service. See N.J.A.C. 4:1-23.6.
- Employee Organization requests that contractual grievance pertaining to article ..... of the Contract be advanced to Step Five. N.J.A.C. 4:1-23.6.



● SIGNATURE ..... DATE .....

(Employee or Employee Organization)